

Joint Town/Village Negotiation Committee Minutes
December 5, 2012

In attendance: Dan Gartzke, Jim Salter, Kevin Budsberg, Keith Seward, and Robert Elkins
Also attending: Nic Owen and Mark Roffers. Gof Thomson was absent.

1. J. Salter called the meeting to order at 6:00 p.m.
2. Announcement: All cell phones are to remain silent during the meeting.
3. Approval of Agenda: Motion by K. Budsberg to approve the agenda as presented; 2nd K. Seward. Motion carried.
4. Approval of Minutes of 10/29 Meeting: Motion by K. Budsberg to approve the minutes of 10/29/2012; 2nd by R. Elkins. K. Seward made a motion to amend item 7 on page one read “Consensus of the committee was to include language for members to follow State **Statutes** regarding conflict of interest and non-disclosure of information discussed in closed session, and ***if the Town a member*** refuses to recuse themselves from an item the CDA could forward the item to the Village Board without CDA action.” K. Budsberg 2nd the amended motion. Motion carried.
5. Discussion: Next Steps in Cooperative Plan Process: Mark Roffer’s discussed where the group was in the timeline and noted that the plan needs to be submitted to the Department of Administration within 180 days from the date of the Public Hearing. Therefore, the plan needs to be presented the Department of Administration by February 15th. Mark explained that he put together a memo, dated October 10, 2012 that addresses comments and suggestions received from the Village and Town attorneys and the email received from Ben Kahl. This evening the group will be working with the Roffers memo and the Town’s Attorney’s response to the memo.
 - a. Item #1 of the Roffers’ memo - Roffers explained that the Village Attorney had recommendations on correcting language in a whereas clause. The Town’s Attorney felt the wording was acceptable. Mark looked up the statutory language and found it to be somewhere in-between. Mark will correct the language based on the statutory requirements.
 - b. Item #2 of the Roffers’ memo – Roffers explained that he removed a reference to Section 66 03 05 earlier in the plan that suggests authorizing statutes. K. Seward noted that revenue sharing was a significant portion and that Dale Hustad was adamant about listing both.
 - c. Items #3, 4, 5 & 6 of the Roffers’ memo – were agreed upon.
Item #7 is a provision that is in the section of handling new residential development. It states that at the time of initial development, the new residential development will be contiguous to the Village municipal or contiguous to another residential development this cascade which has already been approved by the village. Village sanitary, sewer and water will serve it, it will also meet other Village public improvement standards such as curb and gutter, sidewalks, etc., and the developer will be responsible for the costs. The Town suggested having the developer’s agreement define what contiguous means. M. Roffers noted that Item #13 would define contiguous.
 - d. Item #8 is a substitution that states that either the Village or the Town can reject a residential development if they find them to be “inconsistent with any of the standards within this Cooperative Plan.”
 - e. Items #9 & #10 have to do with the annexation of new non-residential development.
Number 9 has to do with 5+ lot developments that are immediately provided with sewer

and number 10 has to do with less than 5-acre developments that are not immediately provided with sewer. The purpose of both is to provide for automatic annexation of those areas that are contiguous to the Village in year 20.

- f. Item #11 is a language change dealing with the payments from the Village to the Town for annexation in year 20. The language, for clarification purposes, should indicate that all of the Town's shares of the real property taxes for years 16 through 20 are to be added up; the sum will then be divided by 10 and paid out evenly in years 21 through 31. The Town asked that they be able to send one invoice with a schedule of payments attached to the Village in year 21. The Town will issue that bill on June 30th. The first payment will be due within 60 days. Any outstanding or disputed amounts after the 60 days will accrue interest at a rate of 1% each month until paid.
- g. Item #12 corrected a typo.
- h. Item #13 deals with non-residential development. The Town was fine with this, but wanted a definition of contiguous.
- i. Item #14 was clarification.
- j. Item #15 has to do with providing the Village a mechanism to collect past due bills from their customers who live in the Town. For Village residents they are able to add a special assessment to the resident's tax bill. This provision states that within 1 year of adopting this agreement, the Town agrees to adopt or amend an ordinance to allow delinquent utility payments on those properties within the Town to be placed on the Town tax rolls as special assessments. The group also asked to include and/or electric utilities, add fees, actual costs of collection allow 60 days for collection.
- k. Item #16 – 20: The Town did not have any comments on.
- l. Items #21-25: Have to do with Revenue sharing and Library comments. (See below)
- m. Items 26-31 do not have to do with the library or revenue sharing – The Town did not have any comments or issues with these items.
- n. (To address items 21-25, M. Roffers had the group refer to Section 14 of the Cooperative Plan.)

Paragraph A, line 6, K. Budsburg noted that he felt the revenue sharing from the Town to the Village was in association to construction only and should not include operations. K. Seward felt that it was important to include operations in the sentence. M. Roffers explained that the purpose of the sentence was a more general term used to introduce the payment terms and that paragraphs B-E would get better define the terms of revenue sharing. The paragraph was left as is.

- o. Paragraph B, Library provisions in If the library is not built within 10 years:
 - a. Discount the \$10,000 after 10 years
 - b. K. Budsberg suggested at the end of 10 years revenue sharing stops and the escrowed amounts are evenly distributed to the Library over 10 years.

Item # 21 of MDRoffers 10/10/12 memo – M. Roffers suggested an additional line be added to Page 23, Section 14A, Line 9: "The Village shall direct all Town payments to the Village under this section to the facilities and operations for which they are intended."

Item #22 of the same memo – M. Roffers suggests amending Page 23, Section 14C Lines 18-23 to eliminate the Debt Service (“D.S”) component of the Town library contribution formula, making it clear in Line 23 that the “T.C.” component does not include any debt service. M. Roffers’ suggested replacing “component does not include any debt service” to read “which does not include debt service.”

D. Gartzke suggested using the formula from the DPI to define the operating budget.

The Town wanted to ensure that if the Library receives grants, fees, gifts or contributions to purchase equipment, that those amounts are not included in the calculation of expenses when paid out. The group needs to identify what items would be excluded in operating expenses. J. Salter suggested adding the following at the end of the paragraph: “Items fully offset by specific fees, grants, Trust funds or gifts designated for those items” so these fully funded expenses are not part of the operating expenses for the year. It was suggested to add Trust funds as the library has these in place. The decision is to solicit an opinion from the library director regarding this directive for operating expenses.

The Town is in agreement with K. Budsberg’s suggestion that at the end of 10 years, if the library is not built, revenue sharing stops and the escrowed amounts are distributed evenly to the Library over 10 years.

The Estimated Town Contributions and Revenue Sharing Formula chart was discussed. J. Salter was concerned that the money contributed by the Town is incremented up each year, drastically within the first 5 years, based on a yearly increase in operating expenses. T.C. (total cost) less D.S. (debt service) less county funds equals expenses. This amount is added to the Library budget each year causing the increase. K. Seward stated that the Town is aware of this scenario. K. Seward wanted to ensure that the Village Board would continue to support the Library financially. K. Budsberg reported that contractually the village board would meet their current financial commitments. This is why the agreement is scheduled to be reviewed in 15 years and not at the end of the 20 years. K. Seward stated the Town would review the formula and discuss at a future meeting, the Village indicated they would develop other options to present as well.

The 23, 24, 25 amendments were reviewed and accepted.

- p. Ben Kahl Letter – The group reported that all the items in Mr. Kahl’s letter were reviewed and only the technical items were addressed.
6. Stray Issues:
- a. Town Sanitary – Question regarding the October 2012 minutes. If the Village decides not to extend sanitary services it in effect stops a development. Yes in this way both municipalities have a way to deny development and limit growth to locations nearer current services. K. Seward expressed the town’s position as objecting to the Village having the authority to in effect deny new development in the planning area. Current language prevents the township from developing a sanitary district in the joint planning area and yet current agreement requires that 5 or more buildings in a development would require sanitary services. Could the township develop a sanitary district not in the plan area that could possibly be annexed in 20 years. J. Salter proposed the amendment, “If the Village turns down a particular development on the recommendation from a planning committee, the Village could agree to allow the Town to develop a sanitary district”, all agreed.
 - b. PEAP Approach 11/27 Email – M. Roffers recommended several approaches as follows:
 - i. amending Lines 16-27 on Page 12 to read as follows: “All New Non-residential Development within the Planning Area shall be consistent with the Village Peripheral and Extraterritorial Area Plan as it existed on the date of Wisconsin Department of Administration approval of this Cooperative Plan (i.e., the version

attached as Exhibit 3), or with any amendment to that Peripheral and Extraterritorial Area Plan that is approved by the Village Board, following a recommendation of the Joint Planning Committee and Village Plan Commission. If a proposed New Non-residential Development is inconsistent with the Village Peripheral and Extraterritorial Area Plan as it existed on the date of Wisconsin Department of Administration approval of this Cooperative Plan, the Joint Planning Committee may recommend that the Village amend such Peripheral and Extraterritorial Area Plan to be consistent with such new Non-residential Development. The Village Board shall, within 120 days of any such recommendation, take action on such Committee-recommended amendment. See also Section 12 for additional provisions related to the Peripheral and Extraterritorial Area Plan.

- ii. Amend Lines 3-10 on page 13 to read as follows: “6. Where a New Non-residential Development is both within the Planning Area and contiguous to the Village, the Land Associated with such New Non-residential Development shall at the time of initial development be subject to the following actions, in the stated sequence:
 - 1. Rezoned within the extraterritorial zoning jurisdiction in a manner consistent with the new Non-residential Development is annexed to the Village, unless otherwise approved by both the Village Board and Town Board.
 - 2. Provided with Village sanitary sewer and water services, and signaled by the commencement of construction of associated village mains or private laterals to such Land.
 - 3. Annexed by the Village any time following the commencement of construction of Village sanitary sewer or water services to the Land, per the procedure in Section 8.
- iii. Amend Lines 5-11 on Page 20 to read as follows: “C. Town of New Glarus Comprehensive Plan. The Town adopted its Comprehensive Plan on December 5, 2005. The Town Comprehensive Plan was prepared and adopted under Section 66.1001, Wisconsin Statutes.
On September 11, 2012, the Town amended its Comprehensive Plan to make it fully consistent with this Cooperative Plan. The adopted amendments clarify the Town’s future land use recommendations within the Planning Area, acknowledging the roll of this Cooperation Plan and the Village Peripheral and Extraterritorial Area Plan in guiding future development there. The amended Town Plan specifies that the Town will utilize “the Village of New Glarus Peripheral and Extraterritorial Area Plan as it was written on the date of Wisconsin Department of Administration approval of the New Glarus Cooperative Plan, the Town is not obligated to use such amendments to the Peripheral and Extraterritorial Area Plan in its land use decision making.

M. Roffer stated that the issues arise if the Village installs sanitary services before the property is annexed and requirements regarding changes to Cooperative as opposed to Comprehensive plans of both entities. Amendments only to the Cooperative Plan need to go through the DOA. The Village indicated they were advised by legal council to disallow the Town from having authority to approve changes in its PEAP. Upon questioning about the Town’s interest by K. Seward M. Roffer stated he wrote this amendment to protect both municipalities’ interests. J. Salter stated he did not have an objection to accepting infrastructure that was in place and not utilized after 5 years. Both the Town and Village agreed to accept these revisions for Non-Residential Development.

This completes the stray issues.

The Final Cooperative Plan needs to be approved by mid February.

7. Set Next Meeting Date and Agenda Items: The next JT Town, Village and Library Negotiation meeting was scheduled for Monday, January 7, 2013 at 6:00 P.M. at the Village Office; Items will include: Review Final Cooperative Plan.
8. Adjourn: Motion by K. Budsberg to adjourn at 9:00 P.M. 2nd D. Gartzke. Motion carried.